

The Honorable Robert S. Lasnik

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

**NARINDER S. SAMRA, and
HARMINDER K. SAMRA,**

Plaintiffs,

vs.

**KARNAIL S. JOHAL and
NILAKUMARI JOHAL; GRIGORY
YELKIN and TATYANA YELKIN;
STEWART TITLE; and DOES 1
THROUGH 20,**

Defendants.

No. 2:09-cv-00176-RSL

DECLARATION OF NARINDER S.
SAMRA IN SUPPORT OF SAMRAS'
MOTION FOR SUMMARY
JUDGMENT

Narinder S. Samra declares and states:

1. I am a plaintiff in the above-entitled lawsuit. I have personal knowledge of the facts set forth herein and I am competent to testify to the same.
2. On August 22, 2003, my wife, Harminder Samra, and I contributed \$200,000.00 toward the purchase price of real property acquired by Land to Home, LLC. My understanding upon contributing this \$200,000.00 was that my wife and I were acquiring an ownership interest in the

No. 2:09-cv-00176-RSL

Declaration of Narinder Samra in Support of Samras'
Motion for Summary Judgment - 1

ROBERT M. ZOFFEL, ESQ.
2033 SIXTH AVENUE, SUITE 903
SEATTLE, WASHINGTON 98121
(206) 267-0377/FAX (206) 448-6579

1 real property equal to the proportion of our contribution towards the \$255,000.00 purchase price of
2 the real property.

3
4 3. Some time after the above real property was sold to Four Seasons Roof and Remodel, Inc. in
5 October 2003, Karnail Johal told me that each of the married couples who were Members of Land to
6 Home, LLC (i.e., the Samras, the Johals, and the Yelkins) would receive a townhome as part of the
7 sale. As far as I know, none of the couples received a townhome. Karnail Johal also told me that
8 Mrs. Samra and I would receive \$55,000.00 from this sale. Mrs. Samra and I did not receive
9 \$55,000.00 either.
10

11 4. At no time did I ever state to any of the defendants in this lawsuit that I no longer wanted to
12 be a Member of Land to Home, LLC. However, neither my wife nor I were invited to participate in
13 the closing of the sale of the real property to Schneider Homes, Inc. in 2006.
14

15 I declare under penalty of perjury under the laws of the State of Washington and the United
16 States that the foregoing is true and correct.
17

18 Dated this 6th day of July, 2010 at Sacramento, California.
19
20
21

22 _____
Narinder S. Samra
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2010 I served the foregoing document upon:

Philip E. Cutler
1191 Second Avenue, Suite 1650
Seattle, WA 98101
E-mail: philcutler@cnhlaw.com
*Counsel for Defendants Karnail S. Johal,
Nilakumari Johal, Grigory Yelkin,
and Tatyana Yelkin*

Robert W. Sargeant
Williams Kastner & Gibbs, PLLC
601 Union Street, Ste. 4100
E-mail: rsargeant@williamskastner.com
Counsel for Defendant Stewart Title

Robert G. Nylander
1191 Second Avenue, Suite 1650
Seattle, WA 98101
E-mail: rgnylander@cnhlaw.com
*Counsel for Defendants Karnail S. Johal,
Nilakumari Johal, Grigory Yelkin,
and Tatyana Yelkin*

Larry E. Leggett
Williams Kastner & Gibbs PLLC
601 Union Street, Ste. 4100
Seattle, WA 98101-1368
E-mail: lleggett@williamskastner.com
Counsel for Defendant Stewart Title

Thomas W. Hayton
1191 Second Avenue, Suite 1650
Seattle, WA 98101
E-mail: tomhayton@cnhlaw.com
*Counsel for Defendants Karnail S. Johal,
Nilakumari Johal, Grigory Yelkin,
and Tatyana Yelkin*

by electronic means through the Court's CM/ECF system.

DATED this 7th day of July, 2010.

s/ Robert M. Zoffel

Robert M. Zoffel


1 real property equal to the proportion of our contribution towards the \$255,000.00 purchase price of
2 the real property.

3
4 3. Some time after the above real property was sold to Four Seasons Roof and Remodel, Inc. in
5 October 2003, Karnail Johal told me that each of the married couples who were Members of Land to
6 Home, LLC (i.e., the Samras, the Johals, and the Yeikins) would receive a townhome as part of the
7 sale. As far as I know, none of the couples received a townhome. Karnail Johal also told me that
8 Mrs. Samra and I would receive \$55,000.00 from this sale. Mrs. Samra and I did not receive
9 \$55,000.00 either.
10

11
12 4. At no time did I ever state to any of the defendants in this lawsuit that I no longer wanted to
13 be a Member of Land to Home, LLC. However, neither my wife nor I were invited to participate in
14 the closing of the sale of the real property to Schneider Homes, Inc. in 2006.

15 I declare under penalty of perjury under the laws of the State of Washington and the United
16 States that the foregoing is true and correct.

17
18 Dated this 6th day of July, 2010 at Sacramento, California.

19
20
21
22 
23 Narinder S. Samra

24
25
26
27
28
29
No. 2:09-cv-00176-RSL
Declaration of Narinder Samra in Support of Samras
Motion for Summary Judgment - 2

ROBERT M. ZOTTEL, ESQ.
2033 SIXTH AVENUE, SUITE 903
SEATTLE, WASHINGTON 98121
(206) 267-0377/FAX (206) 448-6579